



C o u n t y o f S a n L u i s O b i s p o

## GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

### **REQUEST FOR PROPOSAL 1218 JUVENILE DEPENDENCY MEDIATION**

May 14, 2013

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Juvenile Dependency Mediation.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit five (5) hard copies and one (1) electronic copy (on CD) of your proposal on June 11, 2013 by 3:00 p.m. to:

County of San Luis Obispo  
Phill Haley, GSA Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Phill Haley at: [phaley@co.slo.ca.us](mailto:phaley@co.slo.ca.us). All questions will receive a response within 3 business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

Phill Haley  
Buyer II – GSA Purchasing  
[phaley@co.slo.ca.us](mailto:phaley@co.slo.ca.us)

**JUVENILE DEPENDENCY MEDIATION****LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**JUVENILE DEPENDENCY MEDIATION****PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of five (5) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on June 11, 2013. Late proposals will not be considered and will be returned, unopened.

2. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: Phill Haley  
Telephone: (805) 781-5904

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or

## JUVENILE DEPENDENCY MEDIATION

negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.

13. Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:*** *The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 1101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase “**Proprietary Information Included**”. This can be hand written or printed on the CD label.

**JUVENILE DEPENDENCY MEDIATION****PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
  - a. Type of organization, size, professional registration and affiliations.
  - b. Names and qualifications of personnel to be assigned to this project.
  - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
  - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
  - a. Summary of approach to be taken.
  - b. Description of the organization and staffing to be used for the project.
  - c. Indication of information and participation the proposer will require from County staff.
  - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
  - a. Propose total fixed fees to complete project as described under Project Scope.
  - b. The selected Consultant will be required to provide insurance coverage in the amount of \$ 2,000.00 General Liability Insurance and \$ 2,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
  - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
  - d. See Appendix A – Sample County Contract for complete insurance and indemnification requirements.

JUVENILE DEPENDENCY MEDIATION

**PROJECT SCOPE**

**TABLE OF CONTENTS**

1. Introduction
  - 1.1. Definitions
  - 1.2. Background
  - 1.3. Contract Term and Amount
  - 1.4. Eligible Applicants
  - 1.5. Program Goals
  - 1.6. Program Outcomes
2. Scope of Services
3. Timeline for this RFP

**JUVENILE DEPENDENCY MEDIATION****1. INTRODUCTION****1.1 Definitions**

1.1.1 CWS - Child Welfare Services

1.1.2 County – Department of Social Services

1.1.3. Juvenile Dependency Mediation (JDM) Program - Juvenile Dependency Mediation is an alternative dispute resolution program within the Juvenile Court which provides a formal, non-adversarial process that is separate from but within the court structure. It is conducted by a highly trained neutral third party professional to resolve disputes. The information discussed in mediation is confidential.

1.1.4. Eligible Participants - Persons eligible for services include parents, and children over the age of ten (10). Other participants can include family members of the child(ren), guardians ad litem, Court Appointed Special Advocate (CASA), and any other involved person or professional in the family's case including their attorney(s).

1.1.5. Department of Social Services (DSS) - Department representing the County of San Luis Obispo with regard to the JDM services.

1.1.6. Provider - Agency, organization or individual selected to provide services as requested in this RFP.

**1.2 Background**

The Child Welfare Services (CWS) system is a provider of services that focuses on protecting neglected and abused children. A significant CWS service is working with the juvenile court to investigate allegations of neglect and abuse. The Juvenile Dependency Court is the division of the Superior Court responsible for hearing cases involving children who have been abused and neglected. The legal actions in this court are described in the Welfare and Institutions Code (WIC) § 300 et seq.

“to provide maximum safety and protection for children who are currently being physically, sexually, or emotionally abused, being neglected, or being exploited, and to ensure the safety, protection, and physical and emotional well-being of children who are at risk of that harm. This safety, protection, and physical and emotional well-being may include provision of a full array of social and health services to help the child and family and to prevent repeat abuse of child. The focus shall be on the preservation and emotional well-being of the child.”

Whenever possible the Court strives to preserve and strengthen families so children can be raised safely in their own homes. When that is not possible, the Court's focus then shifts to ensuring that children receive a permanent home in a timely fashion, either through reunification with their rehabilitated parents or through adoption, legal guardianship or a long term foster care commitment.

**JUVENILE DEPENDENCY MEDIATION**

The Juvenile Dependency Court process may involve complicated and confusing procedures and hearings intended to protect children through the use of the Court's authority. This process usually starts by the filing of a petition by CWS under WIC § 300. During this time a child may be placed in a temporary placement or remain in the custody of a parent if it is safe to do so.

Following the petition filing, efforts are made to determine if the allegations are true, and if true, whether Dependency Court jurisdiction is necessary. At this point a large percentage of cases proceed through a settlement process by referral to the Dependency Court Medication Services Program, also known as the Juvenile Dependency Mediation (JDM) Program. In many jurisdictions, mediation has proven to be a very efficient and cost effective strategy to resolve issues that are being argued or contested in the court.

In 2005 San Luis Obispo County Department of Social Services (DSS) teamed with a community partner and initiated a pilot program for Juvenile Dependency Mediation (JDM). The local program is a confidential process conducted in a non-adversarial setting by trained and neutral third party facilitators. The facilitators have no decision-making authority and instead seek to assist the parties to explore and reach an informed and mutually acceptable resolution.

The nature of child abuse and neglect cases involves traumatic situations for children and family members. Contested hearings in these cases contribute further stress to the situation, and place the children and their parents in adversarial positions. Early resolution of these cases in mediation serves to reduce stress to children and families; allows for expedient case management; and provides significant savings of court adjudication time, attorney's fees and court costs, while preserving the Court's authority to protect children.

Judges/commissioners, attorneys or representatives of the child protection agency (either caseworkers or legal counsel for the agency, or both) have the option of requesting mediation. Once requested, Court rules and policies hold that all parties must attend.

**1.3 Contract Term:**

1.3.1 The term of the services begins July 1, 2013, and ends June 30, 2014.

1.3.2. The contract may be renewed without a new bid, per Manual Policies and Procedure (MPP) Section 23-621, no more than a three year term or renegotiated under the terms of Section 23-650, Procurement by Negotiation.

**1.4 Eligible Applicants:**

Entities with demonstrated effectiveness in mediating disputes over parenting responsibilities and child health and safety are invited to apply.



**JUVENILE DEPENDENCY MEDIATION****1.5 Program Goals:**

The primary goal of the JDM program is the direct safety of children and families that DSS serves. With a commitment to Best Practices, the focus of services should emphasize permanency for children, while helping families, agency members, and service providers to resolve problems and disagreements in dependency cases in an expedient and thorough manner.

**1.6 Program Outcomes:**

1.6.1 Provide JDM services to sixty four (64) families per year.

1.6.2 Design/Improve visitation plans.

1.6.3 Increase the number of children placed with relatives or someone they know when they cannot be with parents.

1.6.4 Decrease the rates of contested 6 and 12 month hearings when a JDM occurred at the disposition hearing.

1.6.5 Ensure children spend less time in foster care.

1.6.6 Assist parents in having a higher degree of satisfaction in court.

**2. SCOPE OF SERVICES**

*Provider must have expertise in Juvenile Dependency Court Mediation (JDCM) including a strong knowledge of multi-party mediation practices and a foundation in dependency law and child welfare system. The consultant must also be aware of the diverse program models of JDCM programs across California. The task of the consultant is to provide mediation services to children and families involved in juvenile dependency court.*

*It is the provider's responsibility to propose a complete Scope of Work that explains in detail the provider's offering and that addresses at least the below components.*

2.1 Maintain a juvenile dependency calendar and provide DSS with updated calendar of availability 24 hours prior to court dates.

2.2 Train and supervise mediators to conduct JDMs.

2.3 Have available adequate space for facilitation, such as a conference room with table, chairs, access to restroom facilities and access for the disabled. The space should be secure and private. Typically JDMs involve from 8 to 12 participants.

2.4 Provide a mediator to facilitate the mediation session (typically lasts 60 to 120 minutes) including:

2.4.1 Secure releases of confidentiality, as needed.

**JUVENILE DEPENDENCY MEDIATION**

- 2.4.2 Explain the mediation process.
- 2.4.3 Facilitate group process through mediation and ensure participation from all.
- 2.4.4 Maintain the focus and redirect as necessary to the specific matter of the referral.
- 2.4.5 Maintain the sense of objectivity and safety and sensitivity in the process.
- 2.4.6 Track time to ensure timely resolution.
- 2.4.7 Create notes documenting the decision/outcome.
- 2.5 Draft a proposed resolution for the participants' signatures to be delivered to the court by the assigned social worker for the court's consideration of approval.
- 2.6 Provide for the initial and ongoing training, support, and supervision of mediators.
- 2.7 Provide for the processing of evaluations or complaints about a mediator's performance.
- 2.8 Participate in any local, state or national data collection at the direction of DSS.
- 2.9 Preserve confidentiality in accordance of pertinent law, including but not limited to maintenance, storage and disposal of records in association with the provision of providing JDMs.
- 2.10 Ensure facilitators understand, fulfill and comply with mandated reporter duties for any new allegation of child or dependent adult abuse.
- 2.11 Provide monthly updates on actual numbers of mediations held on a monthly and cumulative basis to DSS Accounting.

**3. RFP SCHEDULE OF EVENTS**

The County has developed the following list of key dates from the time of the issuance of this RFP through the intent to award contract. County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

#	EVENT	DATE
1.	County issues RFP	05/14/13
2.	Deadline for Submitting Proposals	06/14/13
3.	County Completes Technical Evaluation	06/21/13
4.	County Sends Written Notice of Intent to Award	06/28/13
5.	Conclude Contract Development	06/30/13
6.	Anticipated Contract Start Date	07/01/13

## Appendix A – Sample County Contract

### CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and \_\_\_\_\_ an independent contractor (hereinafter referred to as "Contractor").

#### W I T N E S S E T H

**WHEREAS**, the County of San Luis Obispo has need for special services and advice in [INSERT ONE OF THE FOLLOWING: financial, economic, accounting, engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, laundry services or linen services]; and

**WHEREAS**, Contractor is specially trained, experienced, expert and competent to perform such special services;

**NOW THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services: [DESCRIBE SPECIFICALLY AND IN DETAIL].

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of \$[AMOUNT: USE EITHER A LUMP SUM OR A SUM PER MONTH, WEEK, HOUR, ETC.], within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

3. **Billing.** Contractor shall submit to the County, on a [Period: e.g. MONTHLY, BI-WEEKLY] basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.

4. **Term of Contract.** This Contract shall commence on [DATE], and shall terminate on [DATE], unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

ALTERNATIVE PARAGRAPH: This Contract shall commence on [DATE], for an initial term until [DATE], and shall be automatically renewed under like terms for one (1) year periods thereafter, subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party [NUMBER] days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising

out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

**6. Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County or if [ANY ADDITIONAL REASONS], then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

**7. Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

**8. Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

**9. Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

**10. Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

11. **Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. **Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. **Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

14. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.

8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and “hold harmless” rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

**15. Insurance.** Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor’s work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term “County” shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (“CGL”)

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein “ISO”) Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$2,000,000 each occurrence (combined single limit);

\$2,000,000 for personal injury liability;

\$2,000,000 aggregate for products-completed operations; and,

\$2,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor’s work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY (“BAL”)

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 “Any Auto” (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor

shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and

2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);

b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);

c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);

d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);

e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);

f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

g. Deductibles and self-insured retentions must be declared (All Policies).

#### 4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

#### 5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

List Shipping Address:

#### 16. **Records.**

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

[ALTERNATE PARAGRAPH]



**17. Accounting.**

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County and \_\_\_\_\_ for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

**18. Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

**20. Reports.** [OPTIONAL PARAGRAPH INCLUDED IN ALL DSS CONTRACTS]. Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding

the month within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding months, and the manner in which all conditions and specification of the contract are being met, plus any problems anticipated in performing said work in the future.

**21. Copyright. [OPTIONAL PARAGRAPH].** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

**22. Findings Confidential. [OPTIONAL PARAGRAPH].** No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

**23. Performance Bond. [OPTIONAL PARAGRAPH].** At the time of execution of the Contract, the Contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract.

**24. Restrictive Covenant. [OPTIONAL PARAGRAPH].** Contractor agrees that he will not, during the continuance of this Contract, perform or otherwise exercise his services in any manner or place except for the County, unless and until said County waives this restriction.

**25. Equipment and Supplies. [OPTIONAL PARAGRAPH].** Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

**26. Completed with FED LAW.** For all DSS contracts over \$10,000 the contractor shall comply with Section 106.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

CONTRACTOR:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)